

it appears in the White Pages directory, including, but not limited to, special, indirect, consequential, punitive or incidental damages.

- B. USLD shall indemnify, protect, save harmless and defend SWBT (or SWBT's officers, employees, agents, assigns and representatives) from and against any and all losses, liability, damages and expense arising out of any demand, claim, suit or judgment by a third party in any way related to any error or omission in USLD's subscriber listing information as it appears in the White Pages directory, including any error or omission related to non-published or non-listed subscriber listing information. USLD shall so indemnify regardless of whether the demand, claim or suit by the third party is brought jointly against USLD and SWBT, and/or against SWBT alone. However, if such demand, claim or suit specifically alleges that an error or omission appears in USLD's subscriber listing information in the White Pages directory, SWBT may, at its option, assume and undertake its own defense, or assist in the defense of the USLD, in which event the USLD shall reimburse SWBT for reasonable attorney's fees and other expenses incurred by SWBT in handling and defending such demand, claim and/or suit.
- C. This Appendix shall not establish, be interpreted as establishing, or be used by either party to establish or to represent their relationship as any form of agency, partnership or joint venture. Neither Party shall have any authority to bind the other or to act as an agent for the other unless written authority, separate from this Appendix, is provided. Nothing in the Appendix shall be construed as providing for the sharing of profits or losses arising out of the efforts of either or both of the Parties. Nothing herein shall be construed as making either Party responsible or liable for the obligations and undertakings of the other Party.

VI. BREACH OF CONTRACT

If either Party is found to have materially breached this Appendix, the non-breaching Party may terminate the Appendix by providing written notice to the breaching party, whereupon this Appendix shall be null and void with respect to any issue of SWBT's White Pages directory published sixty (60) or more days after the date of receipt of such written notice.

VIII. TERM

- A. This Appendix shall continue in force until terminated by sixty (60) days prior written notice by either Party to the other. Upon termination, SWBT shall cease using, for any purpose whatsoever, the subscriber listing information provided hereunder by USLD, and shall promptly return such subscriber listing information to the USLD.

- B. Upon termination of the interconnection Agreement, this Appendix will be null and void with respect to any issue of directories published thereafter, except that the indemnification provided by Section V herein shall continue with respect to any directory published within sixty (60) days of termination.

Appendix WP
Exhibit I
PRICE LIST - OKLAHOMA

PER BOOK PRICE DELIVERED TO USLD END USERS	\$ 6.50
SUBSEQUENT DELIVERY	\$ 10.00
ADDITIONAL INFORMATION PAGE OKLAHOMA CITY	\$6600.00
TULSA (business)	\$4600.00
TULSA (residence)	\$4600.00

APPENDIX 911

**ARKANSAS
KANSAS
MISSOURI
OKLAHOMA**

SEPTEMBER 1996

APPENDIX 911

TERMS AND CONDITIONS FOR PROVIDING CONNECTION TO E911 UNIVERSAL EMERGENCY NUMBER SERVICE

This Appendix between SWBT and LSP sets forth the terms and conditions upon which SWBT will provide the LSP's connection to E911 Universal Emergency Number Service.

I. DEFINITIONS

As used herein and for the purposes of this Appendix the following terms shall have the meanings set forth below:

- A. E911 Universal Emergency Number Service, also referred to as Expanded 911 Service or Enhanced 911 Service - a telephone exchange communication service whereby a public safety answering point (PSAP) designated by the E911 customer may receive and answer telephone calls placed by dialing number 911. E911 includes the service provided by the lines and equipment associated with the service arrangement for the answering, transferring, and dispatching of public emergency telephone calls dialed to 911.
- B. E911 Universal Emergency Number Service customer - a municipality or other state or local governmental unit, or an authorized agent of one or more municipalities or other state or local government units to whom authority has been lawfully delegated to respond to public emergency telephone calls, at the minimum, for emergency police and fire service through the use of one telephone number, 911.
- C. Public safety answering point (PSAP) - an answering location for 911 calls originating in a given area. The E911 customer may designate a PSAP as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs respond first; secondary PSAPs receive calls on a transfer basis only. PSAPs are public safety agencies such as police, fire, emergency medical, etc., or a common bureau serving a group of such entities.
- D. Centralized Automatic Message Accounting (CAMA) trunk - a trunk capable of transmitting Automatic Number Identification (ANI) associated with E911 customer calls from switch to the E911 Network.
- E. Automatic number identification (ANI) - feature that automatically forwards the telephone number of the calling party to the E911 Control (Tandem Switching) Office from which it is switched to the public safety answering point (PSAP) and is displayed at an attendant position console.

- F. Automatic location identification (ALI) - feature that forwards the name, street address, class of service, and other pre-determined information associated with the calling party's telephone number (identified by ANI) to the PSAP for display.
- G. Selective routing (SR) - feature that provides the capability to selectively route a 911 call to the designated primary PSAP based upon the identified number of the calling party.
- H. Database Management System (DBMS) - A system of manual procedures and computer programs used to create, store and update the data required for the SR and ALI service features of E911 service.

II. RESPONSIBILITIES

- A. SWBT shall provide and maintain such equipment at the E911 Control Office and the DBMS as it determines is necessary to perform the E911 services set forth herein. This shall include some or all of the following:
 - 1. Transporting the E911 calls from the LSP's exchanges listed in Exhibit I (attached hereto and made a part hereof) to the Control Offices of the E911 System.
 - 2. Switching the E911 calls through the Control Office(s) to the designated primary PSAP or to designated alternate locations, according to routing criteria specified by the E911 Customer.
 - 3. Storing the names, addresses (or central office identification codes if ANI is not available), and associated telephone numbers from the LSP's exchanges in the electronic data processing database for the E911 DBMS. The LSP is responsible for downloading and updating this information.
 - 4. Transmission of the ANI and ALI information (or central office identification codes if ANI is not available) associated with the LSP's end users accessing E911 service to the PSAP for display at an attendant position console.
- B. SWBT shall provide and maintain sufficient dedicated E911 circuits, according to provisions of the E911 tariff and specifications of the E911 customer.
- C. SWBT shall provide LSP with a description of the geographic area and PSAPs served by the E911 Control Office(s) according to industry standards for E911 information sharing.
- D. SWBT shall provide USLD with a file containing the Master Street Address Guide

(MSAG) for the exchanges or communities specified in Exhibit I, in accordance with the methods and procedures described in the document "Operating Methods for Downloading and Maintaining End User Records in SWBT's DBMS." SWBT shall also provide USLD additional files with the entire MSAG, including subsequent additions or updates to the MSAG in accordance with the intervals specified in Exhibit I. In addition, SWBT shall provide USLD with a statistical report in a timely fashion and in accordance with the methods and procedures described in the above mentioned document, for each file downloaded by USLD to SWBT's DBMS, so that USLD may ensure the accuracy of the end user records.

- E. The LSP shall connect its switches to the E911 network by one-way outgoing CAMA trunks dedicated for originating 911 emergency service calls.
- F. At a reasonable time prior to establishment of E911 Service, the LSP shall download and maintain thereafter all information required by SWBT to establish records necessary for furnishing connection to E911 Service and shall promptly notify SWBT in writing of any changes to be made in such records. LSP shall adopt and comply with operating methods applicable to downloading and maintaining LSP's end user records in SWBT's DBMS, as set forth in the document referenced in Section II.D.
- G. LSP acknowledges that its end users in a single local calling scope may be served by different PSAPs, and LSP shall be responsible for providing facilities to route calls from its end users to the proper E911 Control Office(s).

III. METHODS AND PRACTICES

With respect to all matters covered by this Appendix, each Party will adopt and comply with standard industry operating methods and practices and will observe the terms and conditions of SWBT's tariff, and rules and regulations of the FCC and state regulatory commission, that apply to the provision of E911 Service.

IV. CONTINGENCY

- A. The parties agree that the E911 service is provided for the use of the E911 Customer, and recognize the authority of the E911 Customer to establish service specifications and grant final approval (or denial) of service configurations offered by SWBT and the LSP. The terms and conditions of this Appendix represent a negotiated plan for providing E911 service, for which the LSP must obtain documentation of the E911 Customer's approval. LSP shall provide such documentation to SWBT prior to use of the LSP's E911 connection for actual emergency calls. Such documentation shall be attached hereto as Exhibit III.

- B. The terms and conditions of this Appendix are subject to renegotiation in the event that the E911 customer orders changes to the E911 service that necessitate revision of this Appendix.

V. BASIS OF COMPENSATION

- A. Compensation to SWBT for provision of connection to E911 Service provided hereunder shall be based upon the charges set forth in Exhibit II, BASIS OF COMPENSATION, and applied as specified in Exhibit I, EXCHANGES AND CONFIGURATIONS.
- B. For computation in Exhibit II, during the initial year that SWBT provides LSP connection to E911 service, the number of access lines in each involved exchange of the LSP as shown in Exhibit I shall be counted as of the first day of January, and the number so obtained shall be used in computing compensation under this Appendix until the end of the 1st Quarter of the current year. A new count of access lines, as of the first day of April (2Q), July (3Q) and October (4Q), will be used in the computation of compensation under this Appendix for that Quarter. At the end of the first full year, a new count of access lines will be made and it shall be used for the second full year. For each succeeding year, a new count of access lines, as of the first day of January, shall be used in the computation of compensation under this Appendix for that year.
- C. Charges shall begin on the date connection to E911 Service commences.

VI. MONTHLY BILLING

SWBT will render to the LSP monthly statements in advance, showing the amounts determined as provided in Section V above, and LSP will make payment in full within thirty (30) days from the date of the bill.

VII. LIABILITY

- A. SWBT shall not be liable to the LSP, its end users or its E911 calling parties or any other parties or persons for any loss or damages arising out of errors, interruptions, defects, failures or malfunctions of the E911 Service, including any and all equipment and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures or malfunctions of the system after SWBT has been notified and has had reasonable time to repair, shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from the LSP until service is restored.
- B. The LSP agrees to release, indemnify, defend and hold harmless SWBT from any and all loss, claims, demands, suits or other action, or any liability whatsoever,

except for claims arising from SWBT's own negligence or other wrongful act, arising out of SWBT's provision of services hereunder or out of the LSP's end users' use of the E911 Service, whether suffered, made, instituted or asserted by the LSP, its end users, or by any other parties or persons, for any personal injury or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by the LSP, its end users or others.

- C. The LSP also agrees to release, indemnify, defend and hold harmless SWBT from any and all loss, claims, demands, suits or other actions involving an allegation of the infringement or invasion of the right of privacy or confidentiality of any person or persons, caused or claimed to have caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of the E911 Service features and the equipment associated therewith, including but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing E911 Service hereunder, except which arise out of the negligence or other wrongful act of SWBT.

VIII. MUTUALITY

LSP agrees that to the extent it offers the type of services covered by this Appendix to any company, that should SWBT request such services, LSP will provide such services to SWBT under terms and conditions comparable to the terms and conditions contained in this Appendix.

USLD APDX.9-1-1

LSP SERVING AREA DESCRIPTION AND E9-1-1 INTERCONNECTION DETAILS				
LSP NAME & CONTACTS	LSP "OCN"	LSP Switch	Switch Type	LSP NPA/NXX(s) included
US Long Distance			CLLI Code	
E9-1-1 Coordinator	LSP Telco ID		"Connect Signal" Digits ⁽⁴⁾	Estimated # of EAAs
	LSP Service Area Definition:		1 - 1	
9-1-1 Database Manager	Little Rock		ETST Code	# 9-1-1 Trunks Requested
			"Default" PSAP	Requested Service Date
Switch Site Contact				
SWBT E9-1-1 SYSTEM CONFIGURATION ASSOCIATED WITH DESIGNATED E9-1-1 CONTROL OFFICE				
E9-1-1 CONTROL OFFICE:		EXCHANGES FOR	PSAPs	E9-1-1 CUSTOMER and
CLLI Code:		MSAG PULL ⁽¹⁾	INCLUDED	AGENCY TYPE (see legend below)
E9-1-1 Features Required:				
# of 9-1-1 Trunks from LSP:				
MSAG Update Interval:	Monthly			
FOOTNOTES: (1) Mechanized copy of MSAG is provided to LSP for the exchanges listed.				
(2)				
(3)	Only areas within the the listed exchanges and also within the jurisdiction of this PSAP are included. PSAP's jurisdiction may include areas within other telco exchanges.			
(4)	Refer to network interface specifications in Exhibit III.			
"TYPE of AGENCY" LEGEND:				
	HRC = Home Rule City			
	ECD = Emergency Communications District			
	COG = Council of Governments or Regional Planning Commission			
	GLC = General Law City			
	Cnty = County with special provisions (only applies to Dallas County)			
STAUTS of EXHIBIT:	LSP-provided information needed. Please complete upper			Date Prepared
Incomplete	portion of form and return to account manager for SWB processing.			8/29/96

LSP SERVING AREA DESCRIPTION AND E9-1-1 INTERCONNECTION DETAILS				
LSP NAME & CONTACTS	LSP "OCN"	LSP Switch	Switch Type	LSP NPA/NXX(s) included
US Long Distance			CLLI Code	
E9-1-1 Coordinator	LSP Telco ID		"Connect Signal" Digits ⁽⁴⁾	Estimated # of EAAs
	LSP Service Area Definition:		1 - 1	
9-1-1 Database Manager	Kansas City, KS		ETST Code	# 9-1-1 Trunks Requested
			"Default" PSAP	Requested Service Date
Switch Site Contact				
SWBT E9-1-1 SYSTEM CONFIGURATION ASSOCIATED WITH DESIGNATED E9-1-1 CONTROL OFFICE				
E9-1-1 CONTROL OFFICE:		EXCHANGES FOR	PSAPs	E9-1-1 CUSTOMER and
CLLI Code:		MSAG PULL ⁽¹⁾	INCLUDED	AGENCY TYPE (see legend below)
E9-1-1 Features Required:				
# of 9-1-1 Trunks from LSP:				
MSAG Update Interval:	Monthly			
FOOTNOTES: (1) Mechanized copy of MSAG is provided to LSP for the exchanges listed.				
(2)				
(3)	Only areas within the the listed exchanges and also within the jurisdiction of this PSAP are included. PSAP's jurisdiction may include areas within other telco exchanges.			
(4)	Refer to network interface specifications in Exhibit III.			
"TYPE of AGENCY" LEGEND:				
	HRC	= Home Rule City		
	ECD	= Emergency Communications District		
	COG	= Council of Governments or Regional Planning Commission		
	GLC	= General Law City		
	Cnty	= County with special provisions (only applies to Dallas County)		
STAUS of EXHIBIT:	LSP-provided information needed. Please complete upper			Date Prepared
Incomplete	portion of form and return to account manager for SWB processing.			8/29/96

USLD APDX.9-1-1

LSP SERVING AREA DESCRIPTION AND E9-1-1 INTERCONNECTION DETAILS				
LSP NAME & CONTACTS	LSP "OCN"	LSP Switch	Switch Type	LSP NPA/NXX(s) included
US Long Distance			CLLI Code	
E9-1-1 Coordinator	LSP Telco ID		"Connect Signal" Digits ⁽⁴⁾	Estimated # of EAAs
	LSP Service Area Definition:		1 - 1	
9-1-1 Database Manager	Kansas City, MO		ETST Code	# 9-1-1 Trunks Requested
			"Default" PSAP	Requested Service Date
Switch Site Contact				
SWBT E9-1-1 SYSTEM CONFIGURATION ASSOCIATED WITH DESIGNATED E9-1-1 CONTROL OFFICE				
E9-1-1 CONTROL OFFICE:		EXCHANGES FOR	PSAPs	E9-1-1 CUSTOMER and
CLLI Code:		MSAG PULL ⁽¹⁾	INCLUDED	AGENCY TYPE <small>(see legend below)</small>
E9-1-1 Features Required:				
# of 9-1-1 Trunks from LSP:				
MSAG Update Interval:	Monthly			
FOOTNOTES: (1) Mechanized copy of MSAG is provided to LSP for the exchanges listed.				
(2)				
(3)	Only areas within the the listed exchanges and also within the jurisdiction of this PSAP are included. PSAP's jurisdiction may include areas within other telco exchanges.			
(4)	Refer to network interface specifications in Exhibit III.			
"TYPE of AGENCY" LEGEND:				
HRC	= Home Rule City			
ECD	= Emergency Communications District			
COG	= Council of Governments or Regional Planning Commission			
GLC	= General Law City			
Cnty	= County with special provisions (only applies to Dallas County)			
STAUTS of EXHIBIT:	LSP-provided information needed. Please complete upper			Date Prepared
Incomplete	portion of form and return to account manager for SWB processing.			8/29/96

USLD APDX.9-1-1

LSP SERVING AREA DESCRIPTION AND E9-1-1 INTERCONNECTION DETAILS				
LSP NAME & CONTACTS	LSP "OCN"	LSP Switch	Switch Type	LSP NPA/NXX(s) included
US Long Distance			CLLI Code	
E9-1-1 Coordinator	LSP Telco ID		"Connect Signal" Digits ⁽⁴⁾	Estimated # of EAAs
	LSP Service Area Definition:		1 - 1	
9-1-1 Database Manager	Oklahoma City		ETST Code	# 9-1-1 Trunks Requested
			"Default" PSAP	Requested Service Date
Switch Site Contact				
SWBT E9-1-1 SYSTEM CONFIGURATION ASSOCIATED WITH DESIGNATED E9-1-1 CONTROL OFFICE				
E9-1-1 CONTROL OFFICE:		EXCHANGES FOR	PSAPs	E9-1-1 CUSTOMER and
CLLI Code:		MSAG PULL ⁽¹⁾	INCLUDED	AGENCY TYPE <small>(see legend below)</small>
E9-1-1 Features Required:				
# of 9-1-1 Trunks from LSP:				
MSAG Update Interval:	Monthly			
FOOTNOTES: (1) Mechanized copy of MSAG is provided to LSP for the exchanges listed.				
(2)				
(3)	Only areas within the the listed exchanges and also within the jurisdiction of this PSAP are included. PSAP's jurisdiction may include areas within other telco exchanges.			
(4)	Refer to network interface specifications in Exhibit III.			
"TYPE of AGENCY" LEGEND:				
	HRC	=	Home Rule City	
	ECD	=	Emergency Communications District	
	COG	=	Council of Governments or Regional Planning Commission	
	GLC	=	General Law City	
	Cnty	=	County with special provisions (only applies to Dallas County)	
STAUS of EXHIBIT:		LSP-provided information needed. Please complete upper		Date Prepared
Incomplete		portion of form and return to account manager for SWB processing.		8/29/96

LSP SERVING AREA DESCRIPTION AND E9-1-1 INTERCONNECTION DETAILS				
LSP NAME & CONTACTS	LSP *OCN*	LSP Switch	Switch Type	LSP NPA/NXX(s) included
US Long Distance			CLLI Code	
E9-1-1 Coordinator	LSP Telco ID		*Connect Signal* Digits ⁽⁴⁾	Estimated # of EAAs
9-1-1 Database Manager	LSP Service Area Definition: Tulsa, OK		1 - 1 ETST Code	# 9-1-1 Trunks Requested
Switch Site Contact			*Default* PSAP	Requested Service Date
SWBT E9-1-1 SYSTEM CONFIGURATION ASSOCIATED WITH DESIGNATED E9-1-1 CONTROL OFFICE				
E9-1-1 CONTROL OFFICE:		EXCHANGES FOR	PSAPs	E9-1-1 CUSTOMER and
CLLI Code:		MSAG PULL ⁽¹⁾	INCLUDED	AGENCY TYPE <small>(see legend below)</small>
E9-1-1 Features Required:				
# of 9-1-1 Trunks from LSP:				
MSAG Update Interval:	Monthly			
FOOTNOTES: (1) Mechanized copy of MSAG is provided to LSP for the exchanges listed.				
TYPE of AGENCY LEGEND:				
	HRC	=	Home Rule City	
	ECD	=	Emergency Communications District	
	COG	=	Council of Governments or Regional Planning Commission	
	GLC	=	General Law City	
	Cnty	=	County with special provisions (only applies to Dallas County)	
STAUTS of EXHIBIT:	LSP-provided information needed. Please complete upper			Date Prepared
Incomplete	portion of form and return to account manager for SWB processing.			8/29/96

APPENDIX 911
EXHIBIT I

APPENDIX 911
EXHIBIT II
BASIS OF COMPENSATION

Attached to and made a part of the Appendix 911 between LSP and SWBT serving in Arkansas.

- A. The following compensation amounts shall be due SWBT for the provision of services under the above-mentioned Appendix for the LSP exchanges and the feature configurations shown in Exhibit I.

<u>E911 Feature Configuration</u>	<u>Monthly Charge per 1000 Access Lines</u>	<u>Nonrecurring Charge per 1000 Access Lines</u>
Automatic Number Identification	\$ 10.00	\$ 80.00
Combined Automatic Number Identification and Selective Routing	\$ 60.00	\$490.00
Combined Automatic Number and Automatic Location Identification	\$105.00	\$440.00
Combined Automatic Number, Automatic Location Identification, and Selective Routing	\$105.00	\$660.00

- B. The following trunking charges shall be due SWBT for each 911 tandem to which LSP connects.

<u>Monthly Recurring</u>	<u>Nonrecurring</u>
\$70.00	\$110

APPENDIX 911
EXHIBIT II
BASIS OF COMPENSATION

Attached to and made a part of the Appendix 911 dated between LSP and SWBT serving in Missouri.

- A. The following compensation amounts shall be due SWBT for the provision of services under the above-mentioned Appendix for the LSP exchanges and the feature configurations shown in Exhibit I.

<u>E911 Feature Configuration</u>	<u>Monthly Charge per 1000 Access Lines</u>	<u>Nonrecurring Charge per 1000 Access Lines</u>
Automatic Number Identification	\$ 10.00	\$ 80.00
Combined Automatic Number Identification and Selective Routing	\$ 51.60	\$ 85.00
Combined Automatic Number and Automatic Location Identification	\$ 83.60	\$ 85.00
Combined Automatic Number, Automatic Location Identification, and Selective Routing	\$ 83.60	\$ 85.00

- B. The following trunking charges shall be due SWBT for each 911 tandem to which LSP connects.

<u>Monthly Recurring</u>	<u>Nonrecurring</u>
\$58.00	\$170.00

APPENDIX 911
EXHIBIT II
BASIS OF COMPENSATION

Attached to and made a part of the Appendix 911 between LSP and SWBT serving in Oklahoma.

- A. The following compensation amounts shall be due SWBT for the provision of services under the above-mentioned Appendix for the LSP exchanges and the feature configurations shown in Exhibit I.

<u>E911 Feature Configuration</u>	<u>Monthly Charge per 1000 Access Lines</u>	<u>Nonrecurring Charge per 1000 Access Lines</u>
Automatic Number Identification	\$ 22.75	\$ 45.00
Combined Automatic Number Identification and Selective Routing	\$ 22.90	\$260.00
Combined Automatic Number and Automatic Location Identification	\$ 70.25	\$190.00
Combined Automatic Number, Automatic Location Identification, and Selective Routing	\$ 70.40	\$350.00

- B. The following trunking charges shall be due SWBT for each 911 tandem to which LSP connects.

Monthly Recurring

\$58.00

Nonrecurring

\$165.00

APPENDIX 911
EXHIBIT II
BASIS OF COMPENSATION

Attached to and made a part of the Appendix 911 between LSP and SWBT serving in Kansas.

- A. The following compensation amounts shall be due SWBT for the provision of services under the above-mentioned Appendix for the LSP exchanges and the feature configurations shown in Exhibit I.

<u>E911 Feature Configuration</u>	<u>Monthly Charge per 1000 Access Lines</u>	<u>Nonrecurring Charge per 1000 Access Lines</u>
Automatic Number Identification	\$ 10.00	\$ 80.00
Combined Automatic Number Identification and Selective Routing	\$ 39.00	\$515.00
Combined Automatic Number and Automatic Location Identification	\$ 70.00	\$480.00
Combined Automatic Number, Automatic Location Identification, and Selective Routing	\$ 70.00	\$700.00

- B. The following trunking charges shall be due SWBT for each 911 tandem to which LSP connects.

<u>Monthly Recurring</u>	<u>Nonrecurring</u>
\$49.00	\$169.00

APPENDIX 911

EXHIBIT III

DOCUMENTATION OF E911
CUSTOMER'S APPROVAL

APPENDIX PORT

SEPTEMBER 1996

APPENDIX PORT

I.	<u>GENERAL</u>	1
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APPENDIX PORT

I. GENERAL

As described herein, Local Number Portability (LNP) is a service arrangement whereby an end user, who switches subscription for Exchange Services from one Exchange Service provider to another is permitted to retain, for its use, the existing assigned number provided that the end user remains at the same location. This Appendix shall apply to LNP requested by US Long Distance in Missouri, Oklahoma, Kansas and Arkansas.

II. TERMS, CONDITIONS UNDER WHICH SWBT SHALL PROVIDE LNP TO LSPs.

A. Rate Regulations

1. LNP is only available to LSPs.
2. LNP services and facilities will only be provided where technically feasible, subject to the availability of facilities, and may only be furnished from properly equipped central offices. LNP services and facilities are not offered for NXX codes 555, 976, 950, or SWBT operated coin telephone service.
3. LNP services are not available for local exchange end user accounts of SWBT where payments are 45-days or more in arrears unless full payment is made or an agreement is reached where the LSP agrees to make full payment on the end user's behalf.
4. When the exchange service offerings associated with LNP service is provisioned using remote switching arrangements, LNP service is only available from, or to host central offices.

B. Obligations Of SWBT

1. SWBT's sole responsibility is to comply with the service requests it receives from the LSP and to provide LNP in accordance with this Appendix. SWBT's responsibility herewith is subject to Section E (changes in Subscriber Carrier Selections) of Section XI (Additional Responsibilities of the Parties), of the Agreement.
2. SWBT is not responsible for the allocation of charges for resold or shared LNP service or for misdialed calls.

C. Obligations Of LSPs

1. The LSP is responsible for coordinating the provision of service with SWBT to assure that its switch is capable of accepting LNP ported traffic.
2. The LSP is solely responsible to provide equipment and facilities that are compatible with SWBT's service parameters, interfaces, equipment and facilities. The LSP is required to provide sufficient terminating facilities and services at the terminating end of an LNP call to adequately handle all traffic to that location and is solely responsible to ensure that its facilities, equipment and services do not interfere with or impair any facility, equipment or service of SWBT or any of its end users. In the event that SWBT determines in its sole judgment that the LSP will likely impair or is impairing, or interfering with any equipment, facility or service of SWBT or any of its end users, SWBT may either refuse to provide LNP service or terminate it in accordance with other provisions of this Agreement or SWBT's tariffs.
3. The LSP is responsible for providing an appropriate intercept announcement service for any telephone numbers subscribed to LNP service for which it is not presently providing local exchange service or terminating to an end user.
4. Where the LSP chooses to disconnect or terminate any LNP service, LSP shall designate which standard SWBT intercept announcement SWBT shall provide for paying the appropriate SWBT intercept rates.
5. The LSP is responsible for all charges for the provisioning of LNP service as set forth in Section F. of this Appendix.
6. The LSP is responsible for designating to SWBT at the time of its initial service request for LNP service one of the following options for handling and processing of Calling Card, Collect, Third Party, and other operator handled non-sent paid calls from or to LSP assigned telephone numbers:
 - a. LSP may elect to block the completion of third number and calling card calls through the use of LIDB to select ported numbers.
 - b. For non-sent paid calls billed to LNP assigned numbers, a separate sub-clearinghouse billing arrangement must be established which will provide for the transmission of the EMR 01-01-01 billing records, and settlement of toll revenues.

D. Limitations Of Service

1. SWBT is not responsible for adverse effects on any service, facility or equipment from the use of LNP service.
2. End-to-end transmission characteristics may vary depending on the distance and routing necessary to complete calls over LNP facilities and the fact that another carrier is involved in the provisioning of service. Therefore, end-to-end transmission characteristics cannot be specified by SWBT for such calls.

E. Service Descriptions

1. Local Number Portability (LNP)-Remote. LNP-Remote is an Exchange Service whereby a call dialed to an LNP-Remote equipped telephone number, assigned to SWBT, is automatically forwarded to an LSP-assigned, 7 or 10 digit local telephone number. The forwarded-to-number is specified by the LSP at the same location.
2. LNP-Remote provides a single call path for the forwarding of no more than one simultaneous call to the LSP's specified forwarded-to number. Additional call paths for the forwarding of multiple simultaneous calls are available on a per path basis at rates specified herein.
3. The LSP-assigned forwarded-to number shall be treated as two separate calls with respect to interconnection composition, end user toll billing and intercompany settlement and access billing, i.e., an incoming call to the SWBT ported number shall be handled like any other SWBT call being terminated to that end office and the ported call to the LSP assigned telephone number in the LSP switch shall be handled as any local calls between SWBT and the LSP.
4. Where facilities exist, SWBT will provide identification of the originating telephone number, via SS7 signaling, to the LSP.

F. Rates and Charges

Rates and charges are contained in Schedule 1, Price List. However, nothing herein shall be interpreted to suggest that USLD agrees that the rates hereunder comply with current FCC's orders regarding LNP cost recovery and compensation.

The Parties shall comply with all effective FCC, Commission and/or court orders governing LNP cost recovery and compensation. To the extent such an order is